

HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GOVERNMENT EMPLOYEES
INSURANCE COMPANY,

Plaintiff,

v.

JOSEPH RENIER ELENBAAS and
MELANIE W. ELENBAAS (marital
community) and KEITH L. COX (an
individual),

Defendants.

CASE NO. 2:23-cv-01786-RAJ

ORDER

THIS MATTER comes before the Court on Defendant Government Employees Insurance Company (“GEICO”)’s Motion for Summary Judgment. Dkt. # 16.

GEICO initially filed a declaratory judgment action in this Court pertaining to a motor vehicle accident between Defendants Joseph Renier Elenbaas and Melanie W. Elenbaas (collectively, “Defendants Elenbaas”) and Keith L. Cox (“Defendant Cox”). In June of 2021, GEICO and Defendants Elenbaas entered into a contract for motor vehicle insurance. Dkt. # 1 at ¶ 3.1. The policy spanned from June 18, 2021, through January

1 18, 2022, and covered two vehicles: (1) a 1995 Ford Explorer and (2) a 2005 Ford Focus
 2 ZX5. *Id.* at ¶¶ 3.2, 3.4.

3 On January 6, 2022, Defendants Elenbaas’ 1990 Ford F150, which was *not* listed
 4 on the policy, was involved in a motor vehicle accident with Defendant Cox. *Id.* at ¶¶
 5 3.7 – 3.8 (emphasis added). Defendants Elenbaas and Defendant Cox are presently
 6 litigating this incident in Whatcom County. *Id.* at ¶ 3.9. GEICO filed the instant lawsuit
 7 requesting that it is entitled to a declaration that the insurance policy with Defendants
 8 Elenbaas explicitly precludes coverage for the 1990 Ford F150. *Id.* at ¶ 5.2.
 9 Additionally, GEICO seeks a declaration that it has no duty to defend or indemnify
 10 Defendants Elenbaas for the motor vehicle accident under the insurance policy at issue.
 11 *Id.* at ¶ 5.3.

12 While the affidavits and declarations provided by counsel for GEICO have given
 13 the Court sufficient information to rule on the Motion for Summary Judgment (the
 14 “Motion”), the procedural posture GEICO has employed throughout this litigation
 15 confounds the Court. Five days after the Clerk entered default against Defendants
 16 Elenbaas, GEICO filed its Motion.¹ Because the Motion concerns the policy issued to
 17 Defendants Elenbaas only, the Court is wary of Defendant Cox’s inclusion as a named
 18 party in this case. Buttressing this concern is the conclusion of GEICO’s Motion, which
 19 states, “Defendant’s [sic] Elenbaas’ 1990 Ford F150 was never listed or otherwise
 20 insured under the GEICO policy. As such, GEICO respectfully requests that this Court
 21 grant GEICO’s motion for summary judgment.” Dkt. # 16 at 8. There is no mention of
 22 Defendant Cox in the conclusion.

23 Further muddying the procedural waters is GEICO’s Reply.² While the Court
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25 ¹ GEICO did not file a motion for default judgment after the Clerk entered default against
 26 Defendants Elenbaas.

² None of the Defendants responded to GEICO’s Motion.

1 admonishes, but is not concerned with, GEICO incorrectly labeling itself a defendant and
2 Defendants Elenbaas and Defendant Cox as plaintiffs, it questions the consistent
3 allusions to Defendant Cox. *See generally* Dkt. # 18. As stated, *supra*, Defendant Cox
4 is not a party to the insurance policy at issue, and the Court is skeptical that he should be
5 listed in this case. Rather than hypothesize GEICO's intent, the Court wants to ensure
6 that Defendant Cox is a proper party. *See Couturier v. Am. Invsco Corp.*, No. 2:12-cv-
7 01104-APG-NJK, 2013 WL 4499008, at *3 (D. Nev. Aug. 20, 2013) (“[a] judge is the
8 impartial umpire of legal battles, not a party's attorney. He is neither required to hunt
9 down arguments the parties keep camouflaged, nor required to address perfunctory and
10 undeveloped arguments.”).

11 Accordingly, the Court **ORDERS** GEICO to (1) show cause as to why Defendant
12 Cox is a named party and (2) clarify the Defendants against whom GEICO is moving for
13 summary judgment. GEICO shall address these issues no later than **seven (7) days** from
14 the date of this ORDER and in no more than **five (5) pages**. The Court will afford
15 Defendants **five (5) days** to respond to GEICO's pleading upon its submission, should
16 they wish to do so.

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18 Dated this 10th day of October, 2024.

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22 The Honorable Richard A. Jones
23 United States District Judge
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